

WDWI (Madison)
7th Circuit

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

**Federation of Police, Security and Correction Officers
Western District of Wisconsin (Madison)**

October 1, 2001 - September 30, 2005

PREAMBLE

THIS AGREEMENT is made and entered into on October 1, 2001 by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and Federation of Police, Security and Correction Officers – AFSPA the duly elected Organization of the Employees, hereinafter referred to as the "Union". All non-economic provisions of this contract shall be in effect upon signing by all parties. All economic provisions of this contract shall be in effect as of October 1, 2001, including but not limited to compensation and fringe benefits.

ARTICLE I

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time position and shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), Lead Court Security Officers (LCSOs) and Senior Lead Court Security Officers (SLCSOs) assigned to the federal courthouses and other United States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the Western District of Wisconsin (Madison), excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, temporarily assigned Employees, substitute Employees, and all other Employees of the Employer.

DEFINITIONS:

A full-time position Employee, for the purposes of this agreement, is defined as a single Employee filling a full-time position as designated by the contract with the USMS. A shared position Employee, for the purposes of this agreement, is defined as one of two Employees filling a shared position as designated by the contract with the USMS.

- B. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement.

- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible. The Steward will receive their regular pay if released during previously scheduled work time.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work requirements under the USMS contract.

SECTION 1.5 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement either:

1) Become a member of the Union and remain a member.

2) Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

2(a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.

- C. The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any Employee not adhering to his or her obligations hereunder. Moreover, this article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however,

enforce any obligation of any Employee herein established, in court, or by other legal means. If the Union takes action through a court to enforce the Employee's obligations under this Article, the Union shall be entitled to recoup from the Employee all of its court costs and reasonable attorney's fees directly associated with the successful judicial enforcement of the Employee's obligation, as allowed by law.

- 1) The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article during the pendency of the dispute after conferring on the matter with the Union.
- 2) The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to any claims by any Employee(s) and compliance with the law.

SECTION 1.6 DUES CHECKOFF

A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon thirty (30) days written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the

best interest of efficient security operations. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, or disability. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Seniority shall be the length of continuous service from the Employee's original date of hire as a Special Deputy U.S. Marshal Court Security Officer (CSO) for the Employer, past or present and/or predecessor Employer. Site specific seniority shall be used in applying various aspects of the Agreement, including, but not limited to, job share to full time, wages, vacation, sick leave, leaves of absence, transfers, order of lay-off and recall, and filling of vacant positions as provided for in this Agreement. For the purposes of this Agreement a site shall be defined as all worksites within a single city.
- B. No more than once each year, at the discretion of the Bargaining Unit, Employees may bid for shifts based on seniority. Shift bidding will not effect actual Post Assignments, which will be made by the Employer. Shift bidding shall not lead to Employees changing from shared time to full time status or vice versa.
- C. The Company agrees to recognize Super Seniority as defined by the NLRB as it pertains to Union officials.

SECTION 2.2 SENIORITY LISTS

Seniority lists shall be furnished by the Union to the proper Company officials within a reasonable time upon any instance creating a change in the list. The updated and current Seniority list shall be posted and maintained by the Union at the work site. Any Employees standing on the posted Seniority list will be final unless protested in writing to the Union no later than thirty (30) calendar days after the list has been posted. Full time and Job share Employees shall be placed on the same Seniority list.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF BARGAINING UNIT

- A. Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall no longer be a CSO and therefore not a member of the Bargaining Unit and not be entitled to the benefits thereof, except in cases wherein a CSO is promoted on a temporary basis to fill a temporary opening. If he/she returns to the Bargaining Unit at a later date his/her return shall be as that of a new hire CSO for seniority purposes, however, no probationary period shall be imposed.
- B. Any CSO transferring into the Bargaining Unit from within the District of Madison, Wisconsin, shall do so with their Seniority intact.
- C. Any CSO transferring into the Bargaining Unit from outside the District of Madison, Wisconsin shall be placed at the bottom of the Seniority list, with their first work day in the Bargaining Unit becoming their date of Seniority, except for purposes of vacation accrual.

In no event if A., B., or C. occurs shall the Employee serve an additional probationary period.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a ninety (90) day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the U.S. Marshals Service performing background checks and granting written authorization on newly hired Employees.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

- a) the Employee quits or retires;
- b) the Employee is discharged;
- c) a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) the Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
- e) the U.S. Government permanently revokes the Employee's credentials as a CSO;

- f) the Employee is required by the U.S. Government to be removed from working under the Employer's contract with the U.S. Government pending the revocation of credentials;
- g) the Employee is permanently transferred out of the bargaining unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 APPLICATIONS FOR FULL TIME POSITION VACANCIES BY SHARED POSITION EMPLOYEES

A vacancy in a full-time position will be posted for three (3) working days, in which time shared position Employees may apply for the position based on seniority. If no shared position Employees are interested in the vacant position then it will be filled by a new hire.

SECTION 3.2 SHARED POSITION EMPLOYEES

The Company is obligated under its contract with the USMS, to fill a designated number of shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. A shared position Employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. The Company will give the shared position Employee the maximum possible notice for schedule changes. Staffing level coverage shall be assigned by seniority level call up unless there is an emergency situation. Failure to report to work when so scheduled or called to work may result in disciplinary action.

All shared position Employees will be required to sign the "Shared Employee Agreement", Appendix A.

SECTION 3.3 LAYOFF AND RECALL

In the event of layoff or recall, when full-time or shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.4 TEMPORARY ASSIGNMENTS

- A. In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority and qualifications. In the

absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive the higher of the base hourly wage available to Employees regularly assigned to the site to which they are being transferred, or their regular hourly wage they receive at their regular site under this Agreement.

- B. Due to the changing work environment, all Employees agree to be subject to temporary assignment anywhere within the district on an as-needed basis.

SECTION 3.5 APPOINTMENT OF LEAD CSOs

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If Employees are equally qualified, seniority will prevail. The U.S. Government specific guidelines for the job duties and qualifications of Lead CSOs will be made available to the union upon request.

ARTICLE 4

SECTION 4 MANAGEMENT'S RETAINED RIGHTS

SECTION 4(a)

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, Demote;
- D. Discharge, discipline, or suspend based on Article 6;
- E. Require Employees to observe reasonable Employer rules and regulations;
- F. Determine when overtime shall be worked;
- G. Determine the qualifications of an Employee to perform work.

SECTION 4(b)

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee. The Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities that the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the impact and implementation of any such change. The grievance procedure shall not be used for any action or order of removal of an Employee, from working under the contract by the U.S. Government without any involvement of the Company, or permanent revocation of required CSO credentials by the U.S. Marshals Service.

In addition, it shall not apply to any action of the Company that is the Company's legal obligation under its contract with the U.S. Marshals Service or under Federal Acquisition Regulations. This provision is not intended to limit or prohibit the rights any party to seek relief from other parties. The term days shall not include Saturday, Sunday or holidays when used in this Article.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** - Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved to start the informal procedure. A Lead CSO will be used only as a point of contact between the immediate supervisor and the employee (the Lead CSO cannot make the final decision). If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted

within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Contract Manager or designee in accordance with Step One.

- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the steward, and shall be submitted to the Contract Manager or designee. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to him/her to return a decision in writing with a copy to the aggrieved Employee and the steward.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Contract Manager or designee. The Director of Human Resources or designee will have ten (10) days from the date the grievance was presented to, to return a decision, in writing, with a copy to the aggrieved Employee and the Steward.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled shall be processed to pre-arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to pre-arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Pre-Arbitration Hearing** - The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and the Union President (or designee) to meet telephonically or in person to make a final effort to settle the grievance before arbitration.
- B. **Selection of an Arbitrator** - If the grievance is not settled at the pre-arbitration step, then within five (5) days after an unsuccessful pre-arbitration hearing, the Union may submit a request for arbitration. Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request

the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

- C. **Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- D. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be borne equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 5.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

SECTION 6.1(a)

After completion of the probationary period, as specified in Section 2.5, no Employee shall be dismissed or suspended without just cause, unless the Company is directed by the U.S. Government to be remove the Employee from working under the Employer's contract with the U.S. Government, or if the Employee's credentials are denied or terminated by the USMS, or in cases of gross misconduct by the Employee. The Company's contract with the U.S. Government sets out performance standards for CSOs in Section C of the Contract between the Company and the USMS, and all Employees are required to comply with these standards. Failure to do so may

lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed by the Employee and may be updated by the Company each year.

SECTION 6.1(b)

It is recognized and agreed between the parties that the Company must maintain and impose high standards of performance, quality of work and discipline for Employees because of the Employee's critical role as limited Special Deputy U.S. Marshals protecting the U.S. Judicial Complex. Accordingly, it is stipulated and agreed that "just cause" is defined as the Company's determination that an Employee does not meet this high standard, so long as the Company does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation. Just cause shall include, as an example, but without being limited to:

- 1) Failure to comply with the terms of this Agreement;
- 2) Failure to comply with any work rule promulgated by the U.S. Government or the Company pursuant to its management rights, not inconsistent with this Agreement;
- 3) Engaging in misconduct or failure to follow the reasonable instructions of a manager or supervisor;
- 4) Failure to perform as required by the Company.

SECTION 6.1 (c)

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 6.1(a) and 6.1(b) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures may vary depending on the seriousness of the matter and the past record of the Employee.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime (i.e. over forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

Seniority shall be used in the assignment of overtime. Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including: share position Employees; excluding: LCSOs, who cannot work CSO overtime positions/posts except in emergency situations, or when directed by the U.S. Marshals Service or judiciary, or in situations dictated by availability of personnel and amount of notice given for overtime). The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. The Company upon request will make overtime records available to the Union.

SECTION 7.5 REST PERIODS

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion, due to exceptional work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.6 CALL IN PAY

An Employee called in to work will be guaranteed a minimum of 4 (four) hours of work or pay, Employees accepting work on a call in basis will be paid 'portal to portal.' An Employee properly reporting for work on a regularly scheduled work day who is sent home due to closure of the work site will receive a minimum of 4 (four) paid hours.

ARTICLE 8

Work Shifts and Payment Policies

SECTION 8.1 WAGE SCHEDULE

The base rate of pay for Court Security Officers, Lead CSOs and Senior Lead CSOs in all locations are described in Appendix B of this Agreement:

SECTION 8.2 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement.

SECTION 8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention.

SECTION 8.4 LEAD CSO RATES

a.) Additional Lead CSOs are added to the contract any time after this Agreement goes into effect, they will be paid the LCSO wage. In the case where there are multiple LCSO wages, the additional LCSO will be paid at the lowest LCSO wage for the site or location where they are assigned. If a CSO is promoted to LCSO they will not incur any loss of pay as a result of the change.

b) A CSO will be paid the Lead CSO wage rate for those hours that they fill in for the Lead CSO as per the Acting Lead Policy (Appendix D). The Seniority list will be used to designate the acting Lead CSO starting with the Senior CSO on duty at the time that the LCSO position needs to be filled, unless directed otherwise by the United States Marshals Service.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas. In addition, Employees can schedule two paid "floating" holidays. These two floating holidays will apply for all full time and shared position employees. All time off must have final approval by the site supervisor. A floating holiday that cannot be scheduled due to operational needs can be cashed out at the end of the contract year.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. The Employee will not be paid holiday pay if the Employee is laid off, or on an unpaid leave of absence on the working day before and after the day that the holiday occurs.
- B. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- C. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in B. above.
- D. A shared position Employee who does not work on a holiday shall receive prorated holiday pay based on the number of actual hours the Employee paid during the two (2) week pay period in which the holiday occurs.
- E. Any shared position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours paid, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee paid during the two (2) week pay period in which the holiday occurs.
- F. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- G. Any Employee having to work on a designated holiday provided for in this contract or that has been declared a holiday by powers in authority to so declare, shall be paid regular pay for that day, plus an additional eight (8) hours of pay for the same day. At the Employees option they may be eligible for a day off, if requested and approved by the Supervisor at their sole discretion, without pay insofar as a replacement for that Employee works so that the company (contractor) suffers no monetary loss or fine from the provider, the United States Marshals Service (USMS).

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under the Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer or predecessor employers as defined by the Service Contract Act (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

Upon completion of one year of service:	80 hours
Upon completion of five years of service:	120 hours
Upon completion of twelve years of service:	160 hours

SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: the number of hours paid in the previous year and the Employee's anniversary date.
- B. Any Employee who works a full anniversary year, in part as a full-time position Employee and in part as a shared position Employee, shall receive prorated vacation benefits for that year as calculated in SECTION 10.2, part A (per the Service Contract Act).

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. The Employer will allow the maximum amount of personal time off at any one time for vacation. However, the assignment and approval of vacations is exclusively reserved for the Employer in order to ensure the efficient, continuous operation of the customer's facilities.

SECTION 10.4 PAY OPTIONS

Earned vacation pay shall be paid on the payday following the Employee's return to the job after vacation.

SECTION 10.5 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.6 PAY IN LIEU OF VACATION LEAVE

At any time during the year, Employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave.

SECTION 10.7 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.8 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

SECTION 10.9 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees may take their vacation in segments of at least one (1) day each, if so desired by the employee and approved by the Employer.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence not to exceed ninety (90) calendar days may be granted with the direct prior permission of the Site Supervisor and at the sole discretion of the Employer without loss of seniority to the Employee.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. The Employee will be required to use accrued vacation or personal leave time in full during the medical leave. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CSO program and from employment with Employer.
- E. An unpaid sick leave requires a doctor's proof of illness. The Employer may require a physician's note after three (3) days of unpaid sick leave. The Employee may not return

to work without a physicians note if required. Failure to provide such documentation may also result in disciplinary action.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.4 UNION LEAVE

The Union agrees to provide the Company with at least thirty (30) days notice of meeting dates. A Union officer or delegate will be granted a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to FOPSCO. The maximum number of days given for Union leave is not to exceed five (5) days per contract year and the maximum number of Union officers or delegates to be granted a leave of absence is not to exceed two (2) per site. However, for a site with fifteen (15) or fewer Employees the maximum number of Union officers or delegates to be granted a leave of absence is not to exceed one (1).

Union members shall have access to all building facilities, established within the building rules, as long as there is no interference with employees duties for the purpose of union meetings, etc., except for the procedures as defined in this agreement.

SECTION 11.5 JURY SERVICE

The Company will comply with all State and Federal regulations regarding employees' service for jury duty.

SECTION 11.6 BEREAVEMENT LEAVE

When it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to three (3) days paid leave of absence at his/her regular rate of pay. When a death in the immediate family occurs among a member of the immediate family who resided out of state, the Employee shall be entitled to five (5) days paid leave of absence at his/her regular rate of pay.

Immediate family is defined to mean an Employee's: father, mother, spouse, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

The company agrees to recognize an Employee's domestic partner as immediate family.

The Company may require proof of the death(s) for which an Employee requests a paid leave.

SECTION 11.7 FAMILY MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 is incorporated herein by reference.

SECTION 11.8 PERSONAL LEAVE

After thirty days of continuous employment, each full time employee shall be entitled to six (6) paid sick/personal leave days for a full contract year paid

Personal days may be used for personal illness, Dental, Chiropractic, or optometry appointments for the employee, the employee's spouse and children residing with the employee or the employee's spouse, or for other business of a personal nature.

Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following rate (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table		
START DATE	RATE OF PERSONAL LEAVE ELIGIBLE TO USE	
(Date Employee begins working on the contract, based on an October 1 contract start date.)	FULL-TIME	SHARED POSITION
October 1-31	48 hours	24 hours
November 1-30	44 hours	22 hours
December 1-31	40 hours	20 hours
January 1-31	36 hours	18 hours
February 1-29	32 hours	16 hours
March 1-31	28 hours	14 hours
April 1-30	24 hours	12 hours
May 1-31	20 hours	10 hours
June 1-30	16 hours	8 hours
July 1-31	12 hours	6 hours
August 1-31	8 hours	4 hours
September 1-30	4 hours	2 hours

- A. A maximum of eight (8) hours of personal / sick leave time per year may be used in 2 hour increments and the remaining personal days shall be used in not less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Lead CSO, Site Supervisor or Contract Manager.
- B. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked

more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year.

- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee at the end of the contract year.

Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that contract year. (Example: An Employee who terminates work after six months at the full-time rate during the current contract year and earns three (3) days personal leave, but only uses two (2) days, would be eligible upon termination to be paid for the one (1) unused personal day.) If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days (32 hours) personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)

SECTION 11.9 LEAVE WITHOUT PAY (LWOP)

Ordinarily, unpaid leave may be used in cases of personal emergency. Employees may request LWOP for non-emergency needs by submitting a written request to the Supervisor for approval. The Company may approve or deny LWOP at its sole discretion.

SECTION 11.10 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 2 of this Agreement.

SECTION 11.11 PROCESSING LEAVE OF ABSENCE

A leave of absence may be processed in the following manner:

Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of emergencies, and shall include:

- The reason for such leave
- The effective date of such leave
- The estimated date of return to work

The written request for leave of absence shall be submitted to the Site Supervisor for final disposition.

If the request for the leave of absence is approved, a copy of the approved leave of absence will be given to the requesting Employee.

Extensions of leave of absence may be granted at the discretion of the Company upon written request to the Employee within ten (10) calendar days prior to the expiration of the leave of absence when feasible. Extensions, when granted, shall not total more than thirty (30) days.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Employees on all hours paid up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix B. At the employees option, health and welfare payments may be paid directly to an employee paid group health insurance plan provided by either the Employer or the Union. Upon retirement the employee will have the option to retain coverage by individual contributions to the plan.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee-paid fringe benefit programs made available to all Court Security Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix B. A shoe allowance of \$50.00 per contract year will be provided annually (in October) for the purchase of USMS-required CSO uniform shoes.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Company will provide a bulletin board which will be used by the Union for posting notices of meetings, elections, appointments, recreational, and social affairs, and other Union notices.

SECTION 13.2 PHYSICAL EXAMINATIONS

A medical exam(s) is required by the US Government contract with the Employer for all Employees. All Employees agree to take the exam(s) designated by the Government, and any exams required by the Contractor to evaluate specific concerns about Employee performance, as a condition of employment. Exams will be conducted by a physician designated by the Employer and approved by the Government. Any refusal to take the exam(s) shall constitute just cause for removal from employment as a CSO. The US Government sets forth specific medical standards

for all Employees to meet as a condition of employment (Appendix C). These standards are subject to modification by the Government at any time. Should the Government inform the Employer that any Employee fails to meet the medical standards or is determined to be medically unqualified and order that Employee removed from employment as a CSO, that removal shall be carried out. The Employee shall have a right of appeal to the Government and the removal shall not be final until a final decision on the appeal is rendered by the Government. This Government order of removal for failure to meet medical standards and the Employer's compliance with it shall not be subject to grievance under this Agreement. All required medical exams shall be paid for by the Employer. The employer shall pay the employee for actual time spent in taking the medical exam.

SECTION 13.3 FIREARMS QUALIFICATION

The Company shall provide to the Employees either transportation from the work-site to/from the qualification site or will reimburse Employees who use their personal vehicles. The Company shall pay for all time spent qualifying and for travel time from their regular duty station. Time shall be calculated from the time of departure from the regular duty station to the arrival at the qualifying site, not from the employee's residence. The site selected for firearms qualifications shall meet all applicable safety and health standards.

SECTION 13.4 TRAVEL EXPENSES

The Company will provide travel expenses up-front if requested by an Employee with adequate advance notice. Any hours to include travel over twelve (12) hours, will require the Employee to stay overnight and the appropriate per-diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 6 of this Agreement. Employees will be reimbursed for all expenditures of any travel within twenty (20) days from the day the Employee submits a travel voucher to the Company.

SECTION 13.5 BREAK ROOM

The Company will make its best effort to obtain, from the U.S. Government, a break room adequate enough to accommodate all CSOs, their equipment, lockers, and lunch table with chairs for the CSOs for breaks and lunch without supervisors using the room as an office, and will make its best effort to have the U.S. Government equip the room with water.

SECTION 13.6 LOCKERS

The Company will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs so at the least each CSO will have their own locker.

SECTION 13.7 TRAINING

The Company will make its best effort to implement its advanced CSO Training program to enhance the professional capabilities of the Employees.

ARTICLE 14

401 (k) PLAN

SECTION 14.1 401 (k) PLAN

The Company shall provide a 401(k) plan to which Court Security Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company may deposit the Health & Welfare payment to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. However, the Company agrees to direct 401 (k) Employee contributions to the Union's 401 (k) plan once and if it is implemented and every participating employee in the local directs the Company to do so. No local will be eligible for both the Employer's 401 (k) plan and the Union's 401 (k) plan. All Employees will be eligible for a single 401 (k) plan.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided CSO workstations and break rooms.

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement. Both the Company and the Union agree that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the Employer's or U.S. Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

SECTION 16.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

It is the right of the U.S. Government under its Contract with the Employer and as the responsible party for the security of all U.S. Judicial facilities to issue security directives concerning any aspect of the work of the CSOs. The Employer is legally obligated to comply with those directives. Employees agree to comply with all such security directives issued by the U.S. Government.

ARTICLE 19

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

ARTICLE 20

DURATION

This Agreement shall be effective upon its execution by both parties, and supersedes any and all prior agreements or understandings between the parties. The Agreement shall remain in force until 2400 hours on September 30, 2005, with the provision that should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR:
FOPSCO/AFSPA
International Union

BY: Howard E. Jhannusse

TITLE: President

DATE: 07/26/01

FOR:
AKAL SECURITY, INC.

BY: Ruby Khalsa

TITLE: Human Resources Director

DATE: 7-30-01

FOR:
FOPSCO/AFSPA
Western District of Wisconsin

BY: Warren E. Pakke

TITLE: President

DATE: 07-27-01

FOR:
AKAL SECURITY, INC.

BY: _____

TITLE: _____

DATE: _____

BY: Jeffrey F. Frye

TITLE: Bargaining Committee Member

DATE: 07-27-01

BY: _____

TITLE: _____

DATE: _____

APPENDIX A

Shared Officer Agreement

District: _____

City: _____

I, _____, acknowledge that I am being hired by Akal Security, Inc. as a "shared position" Court Security Officer. As a shared officer, I understand and agree that as part of my employment, I may be called on at any time to work more than a part time schedule. The purpose of the shared position is to provide full staffing level coverage, increase security levels as needed, and avoid unnecessary overtime. I understand that Akal will give me the maximum possible notice for schedule changes. I further agree and understand that my failure to report to work when requested may result in disciplinary action.

Signed: _____

Witnessed By: _____

Date: _____

APPENDIX "B"

WAGE SCHEDULE

1. Listed below are the Wages and Benefits effective October 1, 2001 for the Employees in the 7th Circuit for the Western District of Wisconsin (Madison), Madison Local of FOPSCO.

A. Base Wages & Benefits:

(1) Effective October 1, 2001:

Madison, Wisconsin

a)	Court Security Officers:	\$16.14
b)	Lead Court Security Officer:	\$17.14
c)	Health & Welfare Allowance:	\$2.03
d)	Uniform Allowance:	\$0.15

(2) Effective October 1, 2002:

Madison, Wisconsin

a)	Court Security Officers:	\$16.62
b)	Lead Court Security Officer:	\$17.62
c)	Health & Welfare Allowance:	\$2.13
d)	Uniform Allowance:	\$0.16

(3) Effective October 1, 2003:

Madison, Wisconsin

a)	Court Security Officers:	\$17.12
b)	Lead Court Security Officer:	\$18.12
c)	Health & Welfare Allowance:	\$2.23
d)	Uniform Allowance:	\$0.17

Appendix B WAGE SCHEDULE
(Continued)

(4) Effective October 1, 2004:

Madison, Wisconsin

a)	Court Security Officers:	\$17.63
b)	Lead Court Security Officer:	\$18.63
c)	Health & Welfare Allowance:	\$2.35
d)	Uniform Allowance:	\$0.18

B. Shift Differential:

Employees assigned to work between the hours of 1800 (6:00PM) to 0600 (6:00AM) shall receive an additional 5% of their base hourly rate.

*Employees can choose to join the employee paid Company Health Plan or participate in a Union Plan Program once the Plan has been implemented.

C-8 MINIMUM MEDICAL STANDARDS

- (a) The medical condition of the CSO workforce is critical to the overall safety of the judiciary. To ensure that each CSO is medically qualified to perform in a CSO capacity, all prospective contract CSO employees shall undergo and pass the required USMS pre-employment medical examination. In addition, all contract CSO employees must undergo and pass an annual reexamination during the life of the contract. CSO employees removed from duty as a result of injury, illness, suspension, or resignation may also be required to obtain a medical examination before resuming a CSO position. Under such circumstances, the cost to conduct a follow-up examination shall be borne by the Contractor. The Contractor shall ensure that all posts are covered during extended medical absences.
- (b) At any point during the performance of this contract, the Government reserves the right to delete the requirement that the contractor provide pre-employment and annual medical exams and have the services provided by the Government, as opposed to the Contractor. If the government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to Category Four costs including associated overhead, general and administrative costs, and profit.
- (c) All incumbent Court Security Officer personnel hired by December 31, 2000, must fully meet the health certification requirements listed in the Certificate of Medical Examination for Court Security Officer, Form USM 229A, Attachment 2F(2), and the standards listed below. All other Court Security Officer personnel hired on or after January 1, 2001, must meet the required medical standards outlined in the Certificate of Medical Examination for Court Security Officer, Form USM 229, Attachment 2F(1), as well as, the standards indicated below. No CSO employee shall be allowed to perform services under the CSO program until this certificate has been submitted to and approved by the Judicial Protective Services Program. Failure

to meet any one of the required medical and/or physical qualifications will disqualify any employee for appointment or continuation under the contract. If a CSO fails to meet the medical and/or physical standards upon reexamination, the CSO shall be relieved of duties until the problem is corrected or the employee is officially removed from the CSO Program. If relieved for medical reasons, the Government shall not be liable to pay for hours unworked during illness. Contractor employees found to have a correctable condition may be eligible for reappointment when the disqualifying condition is satisfactorily corrected or eliminated. The Contractor shall ensure that CSO employees comply with the USMS Medical Officer's request for follow-up or clarifying information regarding treatment measures. All requests from the USMS Medical Officer for additional information must be responded to within thirty days from the date of the request, unless a specific written extension is authorized by Judicial Protective Services. Failure to provide the requested information to the USMS Medical Officer could result in a determination of medical disqualification.

- (1) Vision - Corrected distant visual acuity must be 20/30 or better, as measured with both eyes viewing (binocular). Corrected distant visual acuity must be 20/125 or better in the worst eye. Ability to distinguish basic colors, as well as, shades of color is required as is normal peripheral vision.
- (2) Hearing - Using an audiometer for measurement, testing each ear separately, there should be no loss greater than 30 decibels at 500, 1000, 2000, 3000 and 4000 Hz, no loss greater than 40 decibels at 3000 Hz, and no loss greater than 50 decibels at 4000 Hz. The use of a hearing aid is permitted. However, additional testing will be required to determine if the standards can be met.
- (3) Cardiovascular System - Any condition which significantly interferes with heart function may be disqualifying. Examples of conditions which may be disqualifying are hypertension with repeated readings which exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition which significantly interferes with breathing capacity may be disqualifying.
- (5) Gastrointestinal System - Any disease or condition that requires rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
 - (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
 - (8) Nervous System - Dysfunction of the central and peripheral nervous system which significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
 - (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
 - (10) Speech - Permanent and significant conditions which results in indistinct speech may be disqualifying.
 - (11) Extremity's & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
 - (12) Miscellaneous - Though not mentioned specifically above, any other disease or condition which interferes with the full performance of position duties may be disqualifying.
- (d) The Government reserves the right to incorporate revised medical qualifications at a later date.

APPENDIX D

Acting Lead Policy

A CSO who fills in for an LCSO will be paid the LCSO wage rate for the hours covered under the following circumstances:

1. This is only for the shift that the designated Lead CSO is scheduled to work.
2. This provision prevails when the Lead CSO is on vacation leave, personal leave, jury duty (if applicable), bereavement (if applicable), away receiving a medical exam (if applicable), receiving firearms qualification, visiting another site, at CSO School in Atlanta, etc.
3. It is imperative that the hours be clearly distinguished on the payroll and billing reports:
4. There are some sites that allow for only one Lead CSO (therefore, 8 hours a day) but where the site is open more than 8 hours. This provision does not cover the hours in excess of the 8 hours allotted for a Lead CSO.
5. This does not include covering for the Lead CSO when he/she is on break or at lunch.

94-2577 WI, LACROSSE

09/16/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2577

Revision No.: 23

Date Of Last Revision: 09/09/2003

State: Wisconsin

Area: Wisconsin Counties of Adams, Barron, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe, Pepin, Richland, Trempealeau, Vernon, Wood

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.89
01012 - Accounting Clerk II	11.62
01013 - Accounting Clerk III	13.66
01014 - Accounting Clerk IV	17.19
01030 - Court Reporter	13.17
01050 - Dispatcher, Motor Vehicle	13.97
01060 - Document Preparation Clerk	10.32
01070 - Messenger (Courier)	7.52
01090 - Duplicating Machine Operator	10.32
01110 - Film/Tape Librarian	11.40
01115 - General Clerk I	7.30
01116 - General Clerk II	8.90
01117 - General Clerk III	10.16
01118 - General Clerk IV	13.15
01120 - Housing Referral Assistant	15.48
01131 - Key Entry Operator I	9.48
01132 - Key Entry Operator II	12.10
01191 - Order Clerk I	9.98
01192 - Order Clerk II	11.72
01261 - Personnel Assistant (Employment) I	8.67
01262 - Personnel Assistant (Employment) II	9.75
01263 - Personnel Assistant (Employment) III	11.46
01264 - Personnel Assistant (Employment) IV	13.90
01270 - Production Control Clerk	16.10
01290 - Rental Clerk	10.33
01300 - Scheduler, Maintenance	11.31
01311 - Secretary I	11.31
01312 - Secretary II	13.71
01313 - Secretary III	15.48
01314 - Secretary IV	16.90
01315 - Secretary V	20.97
01320 - Service Order Dispatcher	11.56
01341 - Stenographer I	9.72
01342 - Stenographer II	11.88
01400 - Supply Technician	16.90
01420 - Survey Worker (Interviewer)	12.02
01460 - Switchboard Operator-Receptionist	9.74
01510 - Test Examiner	13.71
01520 - Test Proctor	13.71
01531 - Travel Clerk I	11.09
01532 - Travel Clerk II	11.96
01533 - Travel Clerk III	12.83
01611 - Word Processor I	10.17
01612 - Word Processor II	13.66
01613 - Word Processor III	14.55

03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.35
03041 - Computer Operator I	10.66
03042 - Computer Operator II	12.87
03043 - Computer Operator III	16.68
03044 - Computer Operator IV	20.04
03045 - Computer Operator V	23.66
03071 - Computer Programmer I (1)	13.81
03072 - Computer Programmer II (1)	17.82
03073 - Computer Programmer III (1)	20.94
03074 - Computer Programmer IV (1)	24.04
03101 - Computer Systems Analyst I (1)	24.59
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	10.72
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.13
05010 - Automotive Glass Installer	14.68
05040 - Automotive Worker	12.86
05070 - Electrician, Automotive	15.32
05100 - Mobile Equipment Servicer	13.22
05130 - Motor Equipment Metal Mechanic	16.13
05160 - Motor Equipment Metal Worker	14.68
05190 - Motor Vehicle Mechanic	14.23
05220 - Motor Vehicle Mechanic Helper	12.74
05250 - Motor Vehicle Upholstery Worker	14.02
05280 - Motor Vehicle Wrecker	14.68
05310 - Painter, Automotive	15.32
05340 - Radiator Repair Specialist	14.68
05370 - Tire Repairer	12.77
05400 - Transmission Repair Specialist	16.13
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.92
07010 - Baker	10.81
07041 - Cook I	10.26
07042 - Cook II	11.32
07070 - Dishwasher	7.15
07130 - Meat Cutter	12.43
07250 - Waiter/Waitress	7.70
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.20
09040 - Furniture Handler	12.11
09070 - Furniture Refinisher	16.20
09100 - Furniture Refinisher Helper	13.47
09110 - Furniture Repairer, Minor	14.82
09130 - Upholsterer	16.20
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.84
11060 - Elevator Operator	8.62
11090 - Gardener	11.38
11121 - House Keeping Aid I	7.77
11122 - House Keeping Aid II	8.49
11150 - Janitor	9.48
11210 - Laborer, Grounds Maintenance	9.59
11240 - Maid or Houseman	7.88
11270 - Pest Controller	11.00
11300 - Refuse Collector	8.80
11330 - Tractor Operator	10.79
11360 - Window Cleaner	10.15
12000 - Health Occupations	
12020 - Dental Assistant	11.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.69
12071 - Licensed Practical Nurse I	11.17
12072 - Licensed Practical Nurse II	12.53
12073 - Licensed Practical Nurse III	14.01
12100 - Medical Assistant	11.15
12130 - Medical Laboratory Technician	14.17

12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.86
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	16.83
12312 - Registered Nurse II	20.59
12313 - Registered Nurse II, Specialist	20.59
12314 - Registered Nurse III	24.92
12315 - Registered Nurse III, Anesthetist	24.92
12316 - Registered Nurse IV	29.86
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.90
13011 - Exhibits Specialist I	16.29
13012 - Exhibits Specialist II	20.24
13013 - Exhibits Specialist III	24.67
13041 - Illustrator I	16.29
13042 - Illustrator II	20.24
13043 - Illustrator III	24.67
13047 - Librarian	20.80
13050 - Library Technician	13.20
13071 - Photographer I	13.11
13072 - Photographer II	15.32
13073 - Photographer III	19.03
13074 - Photographer IV	23.22
13075 - Photographer V	28.18
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.07
15030 - Counter Attendant	9.07
15040 - Dry Cleaner	11.28
15070 - Finisher, Flatwork, Machine	9.07
15090 - Presser, Hand	9.07
15100 - Presser, Machine, Drycleaning	9.07
15130 - Presser, Machine, Shirts	9.07
15160 - Presser, Machine, Wearing Apparel, Laundry	9.07
15190 - Sewing Machine Operator	12.11
15220 - Tailor	12.79
15250 - Washer, Machine	10.07
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.85
19040 - Tool and Die Maker	20.59
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.17
21020 - Material Coordinator	16.10
21030 - Material Expediter	16.10
21040 - Material Handling Laborer	10.11
21050 - Order Filler	11.36
21071 - Forklift Operator	12.82
21080 - Production Line Worker (Food Processing)	12.82
21100 - Shipping/Receiving Clerk	11.24
21130 - Shipping Packer	11.85
21140 - Store Worker I	10.33
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.04
21210 - Tools and Parts Attendant	12.82
21400 - Warehouse Specialist	12.82
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.69
23040 - Aircraft Mechanic Helper	14.38
23050 - Aircraft Quality Control Inspector	19.56
23060 - Aircraft Servicer	16.10
23070 - Aircraft Worker	16.97
23100 - Appliance Mechanic	16.85
23120 - Bicycle Repairer	12.77
23125 - Cable Splicer	18.55

23130 - Carpenter, Maintenance	16.06
23140 - Carpet Layer	16.71
23160 - Electrician, Maintenance	20.32
23181 - Electronics Technician, Maintenance I	14.39
23182 - Electronics Technician, Maintenance II	18.55
23183 - Electronics Technician, Maintenance III	20.86
23260 - Fabric Worker	15.80
23290 - Fire Alarm System Mechanic	18.52
23310 - Fire Extinguisher Repairer	14.89
23340 - Fuel Distribution System Mechanic	18.52
23370 - General Maintenance Worker	16.15
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.49
23430 - Heavy Equipment Mechanic	18.52
23440 - Heavy Equipment Operator	19.86
23460 - Instrument Mechanic	18.52
23470 - Laborer	10.11
23500 - Locksmith	17.82
23530 - Machinery Maintenance Mechanic	18.16
23550 - Machinist, Maintenance	18.52
23580 - Maintenance Trades Helper	12.74
23640 - Millwright	18.52
23700 - Office Appliance Repairer	17.61
23740 - Painter, Aircraft	16.85
23760 - Painter, Maintenance	15.82
23790 - Pipefitter, Maintenance	21.22
23800 - Plumber, Maintenance	17.62
23820 - Pneudraulic Systems Mechanic	18.52
23850 - Rigger	18.52
23870 - Scale Mechanic	16.71
23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	16.71
23930 - Telecommunication Mechanic I	18.58
23931 - Telecommunication Mechanic II	19.44
23950 - Telephone Lineman	18.58
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	18.52
23970 - Woodcraft Worker	18.52
23980 - Woodworker	14.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.63
24580 - Child Care Center Clerk	12.00
24600 - Chore Aid	8.06
24630 - Homemaker	15.33
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.99
25040 - Sewage Plant Operator	16.14
25070 - Stationary Engineer	16.99
25190 - Ventilation Equipment Tender	13.07
25210 - Water Treatment Plant Operator	16.20
27000 - Protective Service Occupations	
(not set) - Police Officer	18.64
27004 - Alarm Monitor	9.74
27006 - Corrections Officer	14.97
27010 - Court Security Officer	14.98
27040 - Detention Officer	14.97
27070 - Firefighter	14.16
27101 - Guard I	8.77
27102 - Guard II	9.80
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.15
28020 - Hatch Tender	15.15
28030 - Line Handler	15.15
28040 - Stevedore I	12.55
28050 - Stevedore II	15.03
29000 - Technical Occupations	
21150 - Graphic Artist	22.32
29010 - Air Traffic Control Specialist, Center (2)	31.03

29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.61
29024 - Archeological Technician II	17.61
29025 - Archeological Technician III	21.88
29030 - Cartographic Technician	21.88
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.59
29040 - Civil Engineering Technician	21.88
29061 - Drafter I	11.35
29062 - Drafter II	13.82
29063 - Drafter III	17.61
29064 - Drafter IV	21.88
29081 - Engineering Technician I	12.58
29082 - Engineering Technician II	14.54
29083 - Engineering Technician III	17.44
29084 - Engineering Technician IV	21.30
29085 - Engineering Technician V	23.84
29086 - Engineering Technician VI	28.27
29090 - Environmental Technician	20.24
29100 - Flight Simulator/Instructor (Pilot)	29.42
29160 - Instructor	17.16
29210 - Laboratory Technician	13.91
29240 - Mathematical Technician	21.88
29361 - Paralegal/Legal Assistant I	13.59
29362 - Paralegal/Legal Assistant II	16.74
29363 - Paralegal/Legal Assistant III	20.46
29364 - Paralegal/Legal Assistant IV	24.76
29390 - Photooptics Technician	20.93
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	28.61
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	15.25
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.72
29622 - Weather Observer, Upper Air (3)	13.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.89
31260 - Parking and Lot Attendant	10.00
31290 - Shuttle Bus Driver	11.87
31300 - Taxi Driver	9.42
31361 - Truckdriver, Light Truck	11.35
31362 - Truckdriver, Medium Truck	11.91
31363 - Truckdriver, Heavy Truck	15.70
31364 - Truckdriver, Tractor-Trailer	15.70
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.50
99030 - Cashier	7.86
99041 - Carnival Equipment Operator	9.37
99042 - Carnival Equipment Repairer	9.88
99043 - Carnival Worker	7.78
99050 - Desk Clerk	9.63
99095 - Embalmer	18.66
99300 - Lifeguard	9.80
99310 - Mortician	19.72
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.42
99500 - Recreation Specialist	14.66
99510 - Recycling Worker	10.60
99610 - Sales Clerk	9.67
99620 - School Crossing Guard (Crosswalk Attendant)	8.01
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	15.51
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.91
99660 - Surveying Aide	9.06
99690 - Swimming Pool Operator	10.50

99720 - Vending Machine Attendant	9.03
99730 - Vending Machine Repairer	10.50
99740 - Vending Machine Repairer Helper	9.03

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: ~~\$2.36~~ ^{\$2.59} an hour or ~~\$94.40~~ ^{\$103.60} a week or ~~\$409.07~~ ^{\$449.93} a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.